

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KATHRYN SAX,

Plaintiff,

V.

CADOGAN TATE LOS ANGELES  
LIMITED, a foreign corporation and  
DOES 1 through 60, inclusive,

## Defendants.

Case No. 2:18-cv-10443 PSG (FFMx)

## **PROTECTIVE ORDER PURSUANT TO STIPULATION**

## 1 INTRODUCTION

## A. Purposes And Limitations

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below,

**STIPULATED PROTECTIVE  
ORDER**

1 that this Stipulated Protective Order does not entitle them to file confidential  
2 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
3 followed and the standards that will be applied when a party seeks permission from  
4 the court to file material under seal.

5 **B. Good Cause Statement**

6 This action is likely to involve trade secrets, customer and pricing lists and  
7 other valuable research, development, commercial, financial, technical and/or  
8 proprietary information for which special protection from public disclosure and from  
9 use for any purpose other than prosecution of this action is warranted. Such  
10 confidential and proprietary materials and information consist of, among other things,  
11 confidential business or financial information, information regarding confidential  
12 business practices, or other confidential research, development, or commercial  
13 information (including information implicating privacy rights of third parties),  
14 information otherwise generally unavailable to the public, or which may be privileged  
15 or otherwise protected from disclosure under state or federal statutes, court rules, case  
16 decisions, or common law.

17 In particular, Defendant CADOGAN TATE LOS ANGELES LIMITED  
18 (“Defendant”) is in the business of moving and storing physical assets for individuals  
19 and entities, such as artwork and furnishings. Plaintiff KATHRYN SAX (“Plaintiff”)  
20 alleges, among other claims, that her employment was wrongfully terminated because  
21 of her age and disability. During Plaintiff’s employment, she may have come to know  
22 the identification of customers and their assets; and she may have been involved in the  
23 process of securely and safely transporting and storing customers’ physical assets.  
24 Disclosure of such information to the general public may harm Defendant’s business,  
25 endanger the security of any assets it has or will transport or store, and invade the  
26 privacy of Defendant’s customers.

27 Accordingly, to expedite the flow of information, to facilitate the prompt  
28 resolution of disputes over confidentiality of discovery materials, to adequately

1 protect information the parties are entitled to keep confidential, to ensure that the  
2 parties are permitted reasonable necessary uses of such material in preparation for and  
3 in the conduct of trial, to address their handling at the end of the litigation, and serve  
4 the ends of justice, a protective order for such information is justified in this matter. It  
5 is the intent of the parties that information will not be designated as confidential for  
6 tactical reasons and that nothing be so designated without a good faith belief that it  
7 has been maintained in a confidential, non-public manner, and there is good cause  
8 why it should not be part of the public record of this case.

9 2. DEFINITIONS

10 2.1 Action: *KATHRYN SAX, an individual, v. CADOGAN TATE LOS*  
11 *ANGELES LIMITED, a foreign corporation and DOES 1 through 60, inclusive*,  
12 Central District of California Case Number 2:18-cv-10443, filed on October 26, 2018  
13 with the Los Angeles Superior Court and removed to federal court on December 17,  
14 2018.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for protection  
19 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
20 Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including,  
28 ///

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3       2.7    Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
5 expert witness or as a consultant in this Action.

6       2.8    House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9       2.9    Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11       2.10   Outside Counsel of Record: attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party, and includes support staff.

15       2.11   Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13   Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14   Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

28       ///

1       3.    SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or extracted  
4 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
5 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
6 or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge. This Order does not govern the use of Protected Material at trial.

9       4.    DURATION

10          Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
14 or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of time  
17 pursuant to applicable law.

18       5.    DESIGNATING PROTECTED MATERIAL

19           5.1    Exercise of Restraint and Care in Designating Material for Protection

20          Each Party or Non-Party that designates information or items for protection  
21 under this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents, items,  
25 or communications for which protection is not warranted are not swept unjustifiably  
26 within the ambit of this Order.

27          Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating Party  
3 to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
17 contains protected material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the protected  
19 portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and before  
23 the designation, all of the material made available for inspection shall be deemed  
24 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
25 copied and produced, the Producing Party must determine which documents, or  
26 portions thereof, qualify for protection under this Order. Then, before producing the  
27 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
28 to each page that contains Protected Material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must clearly  
2 identify the protected portion(s) (e.g., by making appropriate markings in the  
3 margins).

4 (b) for testimony given in depositions that the Designating Party identify the  
5 Disclosure or Discovery Material on the record, before the close of the deposition all  
6 protected testimony.

7 (c) for information produced in some form other than documentary and for  
8 any other tangible items, that the Producing Party affix in a prominent place on the  
9 exterior of the container or containers in which the information is stored the legend  
10 "CONFIDENTIAL." If only a portion or portions of the information warrants  
11 protection, the Producing Party, to the extent practicable, shall identify the protected  
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
14 failure to designate qualified information or items does not, standing alone, waive the  
15 Designating Party's right to secure protection under this Order for such material.  
16 Upon timely correction of a designation, the Receiving Party must make reasonable  
17 efforts to assure that the material is treated in accordance with the provisions of this  
18 Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court's  
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on  
26 the Designating Party. Frivolous challenges, and those made for an improper purpose  
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived or

1 withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the Producing  
3 Party's designation until the Court rules on the challenge.

4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
6 disclosed or produced by another Party or by a Non-Party in connection with this  
7 Action only for prosecuting, defending, or attempting to settle this Action. Such  
8 Protected Material may be disclosed only to the categories of persons and under the  
9 conditions described in this Order. When the Action has been terminated, a Receiving  
10 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Order.

14 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
15 otherwise ordered by the court or permitted in writing by the Designating Party, a  
16 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
17 only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
19 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
20 disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the  
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional

1 Vendors to whom disclosure is reasonably necessary for this Action and who have  
2 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

3 (g) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information;

5 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
6 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
7 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
8 not be permitted to keep any confidential information unless they sign the  
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed  
10 by the Designating Party or ordered by the court. Pages of transcribed deposition  
11 testimony or exhibits to depositions that reveal Protected Material may be separately  
12 bound by the court reporter and may not be disclosed to anyone except as permitted  
13 under this Stipulated Protective Order; and

14 (i) any mediator or settlement officer, and their supporting personnel,  
15 mutually agreed upon by any of the parties engaged in settlement discussions.

16 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
17 LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation  
19 that compels disclosure of any information or items designated in this Action as  
20 "CONFIDENTIAL," that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification shall  
22 include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to  
24 issue in the other litigation that some or all of the material covered by the subpoena or  
25 order is subject to this Protective Order. Such notification shall include a copy of this  
26 Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued  
28 by the Designating Party whose Protected Material may be affected.

1        If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this  
3 action as “CONFIDENTIAL” before a determination by the court from which the  
4 subpoena or order issued, unless the Party has obtained the Designating Party’s  
5 permission. The Designating Party shall bear the burden and expense of seeking  
6 protection in that court of its confidential material and nothing in these provisions  
7 should be construed as authorizing or encouraging a Receiving Party in this Action to  
8 disobey a lawful directive from another court.

9        9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
10        LITIGATION

11        (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16        (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20                (1) promptly notify in writing the Requesting Party and the Non-Party  
21 that some or all of the information requested is subject to a confidentiality agreement  
22 with a Non-Party;

23                (2) promptly provide the Non-Party with a copy of the Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
25 specific description of the information requested; and

26                (3) make the information requested available for inspection by the Non-  
27 Party, if requested.

28        ///

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted to  
2 the court.

3 **12. MISCELLANEOUS**

4       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11       12.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
13 only be filed under seal pursuant to a court order authorizing the sealing of the  
14 specific Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the court, then the Receiving Party may file the information in  
16 the public record unless otherwise instructed by the court.

17 **13. FINAL DISPOSITION**

18       After the final disposition of this Action, as defined in paragraph 4, within 60  
19 days of a written request by the Designating Party, each Receiving Party must return  
20 all Protected Material to the Producing Party or destroy such material. As used in this  
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
22 summaries, and any other format reproducing or capturing any of the Protected  
23 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
24 must submit a written certification to the Producing Party (and, if not the same person  
25 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
26 category, where appropriate) all the Protected Material that was returned or destroyed  
27 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
28 compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
2 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
3 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
4 attorney work product, and consultant and expert work product, even if such materials  
5 contain Protected Material. Any such archival copies that contain or constitute  
6 Protected Material remain subject to this Protective Order as set forth in Section 4  
7 (DURATION).

8 14. Any violation of this Order may be punished by any and all appropriate  
9 measures including, without limitation, contempt proceedings and/or monetary  
10 sanctions.

11  
12 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

13 DATED: December 23, 2019

14 /S/ FREDERICK F. MUMM  
15 The Honorable Frederick F. Mumm  
16 United States District Magistrate Judge  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *KATHRYN SAX, an individual, v. CADOGAN TATE LOS ANGELES LIMITED, a foreign corporation and DOES 1 through 60, inclusive*, Central District of California Case Number 2:18-cv-10443, filed on October 26, 2018 with the Los Angeles Superior Court and removed to federal court on December 17, 2018. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_